

ATTACHMENT 12

CBA International Brotherhood of
Electrical Workers Local 1141

COLLECTIVE BARGAINING

AGREEMENT

between

SOUTHWEST FACILITY SUPPORT, LLC

&

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (IBEW)**

LOCAL UNION 1141

December 17, 2010

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FAA/OKC ELECTRICIANS CBA

AGREEMENT

This Agreement is entered into by and between **Southwest Facility Support, LLC**, hereinafter designated as the "**Company**" and the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1141**, hereinafter designated as the "**Union**," for and on behalf of the employees within the bargaining unit as hereinafter described, and designated collectively as the "Employees" and singularly as "Employee", performing the facility maintenance contract at the **Company's** location at Mike Monroney Aeronautical Center.

This Agreement shall be binding upon the **Company** and the **Union** and upon all Employees within the bargaining unit represented by the **Union** as hereinafter defined.

ARTICLE 1

UNIT OF REPRESENTATION - EMPLOYMENT CLASSIFICATION

The **Company** hereby recognizes the **Union** as the sole and exclusive bargaining agent for all Employees within the bargaining unit defined below with regards to wages, hours, working conditions and other conditions of employment;

Section 1. All full-time, regular part-time and temporary Lead electricians and Electricians employed by the **Company** at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma, who are employed in the performance of the **Company's** facility maintenance contract with the FAA.

Section 2. Employees will be classified as to the type of work they are usually assigned to perform, occupation and the duration and/or frequency of their work shifts

A. Work Assignments

Construction Electrician: The primary task of a Construction Electrician shall be construction work (also called "support work") which is subject to the terms of the Davis-Bacon Act, 40 United States Code, Section 276a (Davis- Bacon Act).

Maintenance Electrician: The primary task of a Maintenance Electrician shall be maintenance or operations work, which is not subject to the terms of the Davis Bacon Act.

B. Classifications: Construction & Maintenance

- Lead Electrician
- Journeyman Electrician

C. Employment Status

Regular Full-Time:

The term "full-time employees" as used in the Agreement means employees who are regularly scheduled to work thirty (30) hours or more per week.

Regular Part-Time

The term "part-time employees" as used in this Agreement means employees who are regularly scheduled to work less than thirty (30) hours per week.

Temporary:

The term "temporary employees" is limited to employees hired for a period not to exceed one hundred twenty (120) calendar days. Unless mutually agreed by both parties to extend.

Section 3. An Employee will be assigned by the **Company** to one of each of the foregoing classifications upon the effective date of this agreement or upon initial hire, whichever is later, and may be re-classified by the **Company** during term of his employment. The **Company** retains sole discretion to determine the qualifications of an Employee to be assigned to, or hold, the position of Lead Electrician. These classifications are for the purpose of determining which wages and benefits an Employee is entitled to receive and does not limit the **Company's** right to assign any Employee to any task at any time.

ARTICLE 2

PROBATION

Any Employee hired or rehired by the **Company** shall be subject to a ninety (90) consecutive calendar day probation period. Except, this clause shall not apply to an individual rehired from a lay-off due to lack of work. During the probationary period the Employee shall be subject to discharge for any reason.

ARTICLE 3

MANAGEMENT PREROGATIVE

Company Reserves Full Rights of Management

The **Union** acknowledges that the Employees in the collective bargaining unit are employed in the performance of a contract between the **Company** and the U.S. Department of Transportation, Federal Aviation Administration (FAA Contract). That the full, efficient and faithful performance of the FAA Contract according to its terms and according to the desires of the FAA officials charged with the administration of the FAA Contract is absolutely necessary in order for the **Company** to maintain the FAA Contract and for the Employees to maintain job security with the **Company**. Therefore, the **Company** and the **Union** agree that the terms and conditions of this Agreement shall be subordinate to the requirements of the FAA Contract and to the desires of the FAA officials charged with its administration, to this end, the **Company**, in its sole discretion, shall select the specific

Employee to perform a task, assign the specific task to be performed, and schedule the time in which that task is performed; and the **Company's** only obligation is to pay that Employee's wages and benefits due under this Agreement. Neither the **Union** nor any Employees in this bargaining unit have any rights under the FAA Contract.

In addition, the **Company** shall have and exercise the usual functions, duties and responsibilities of management without interference or hindrance by the **Union** and the **Union** expressly recognizes that managerial functions inherent in the conduct of business by an employer and those rights that the **Company** has by law are retained by the **Company**.

Without limiting the generality of the foregoing, these include:

A. The conduct and control of the business, the management, and operations of the **Company** at all of the sites on which it is performing the FAA Contract

B. The direction of the working forces and the maintenance of discipline and efficiency, including the right to hire, lay off (for lack of work or other lawful reasons), rehire, promote, demote, discipline, suspend, and discharge for any lawful reason.

C. The selection and retention of Employees and the assignment or reassignment to the site or location at which they shall work, the equipment with which they shall work, and the work and duties which they shall perform.

D. The selection of Employees for promotion to lead or supervisory or other salaried positions.

E. To determine in its sole discretion the following:

1. The extent and location of the **Company's** operations.
2. When any part of any operation shall function or be halted.
3. When production shall be increased or decreased and the methods, process, and means of production.
4. The type of services or products to be produced, manufactured, handled, leased, and/or sold.
5. The size of the work force, the assignment of work, the quality standards, and the use of all **Company**-owned properties.

F. The right in its sole discretion:

1. To remove or install machinery, and to increase, decrease or change production equipment and machinery and to introduce and use new and improved production and delivery methods and facilities.
2. To control the scheduling of work, operations, and shifts.
3. To determine the method by which vacations are scheduled and the dates during which each Employee will take vacation.
4. To promulgate and enforce health, safety, and property protection measures.
5. To obtain products, commodities, materials, supplies, trucks, equipment, machinery and all other kinds of property, whether real, personal, or mixed, from any source, which the **Company** may select.
6. To contract out, when directed by the FAA, any and all types of work to be performed pursuant to the FAA Contract so long as such contracting does not cause a loss of normal wages or benefits to any and all regular full-time Employees.
7. To terminate all or any part of its operations permanently or to sell and/or lease, all or any part of its properties, machinery, trucks, and other equipment.
8. To suspend operations from time to time in whole or in part, temporarily or permanently, in any department, operation, or at any site.
9. To administer any kind of ability, aptitude, physical (including drug tests), or security-related test at any time, for any reason, to determine fitness for employment or continued employment.
10. To establish and enforce reasonable rules and procedures consistent with the orderly conduct of the business.

G. There shall be no limitation on the amount of time an Employee may be required to work or on the production of any of the Employees nor shall the output of any machinery be restricted.

ARTICLE 4

STRIKES AND LOCKOUTS

The **Union** agrees that there shall be no picketing or strikes by the **Union** or by the Employees of any kind or degree whatsoever, or walkouts, suspension of work, slowdowns, limiting of production, or any other interference or stoppage, total or partial, of the **Company's** operations for any reason whatsoever, such reasons including, but not limited to unfair labor practices by the **Company** or any other employer. It is further agreed that neither the **Union** nor the Employees shall engage in the above prohibited conduct in support of picketing, strikes, or any labor dispute actions engaged in by any other organization or person. In addition to any other recourse or remedy available to the **Company** for violation of this provision by the **Union** and/or any Employee, the **Company** may discharge or otherwise discipline any Employee who authorizes, causes, engages in, sanctions, recognizes, or assists in any violation of this Article. The **Company** will not engage in any lockouts during the term of this Agreement. The refusal of an individual Employee to work overtime, if such refusal is not in concert with any other Employee(s), shall not be deemed to be a strike within the meaning of this Article. However, this provision shall not insulate such Employee from disciplinary action that might otherwise be justified.

ARTICLE 5

UNION SECURITY

Section 1. Service Fee

- All Employees who are members of the IBEW bargaining unit on the effective date of this Agreement shall, beginning thirty (30) days after the effective date of this Agreement, as a condition of employment, pay or tender to the **Union** monthly (Service Fee) equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the **Union**.
- New employees employed by SWFS who are currently a registered member of the IBEW union shall within (30) days as a condition of employment, pay or tender to the **Union** monthly amounts (Service Fee) equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the **Union**. Employee shall provide an authorization form to SWFS for the deduction of Fees to be paid monthly on their behalf.
- New Employees whose work is governed by the IBEW CBA but are considered non-dues paying members are not required to pay union Service Fees.
- New Employees hired full time or part time whose position is governed by the IBEW CBA and are not a current member shall within 72 hours of employment by SWFS coordinate with the IBEW Local 1141 to join or decline membership.
- New Employees hired full time or part-time who elect to join the IBEW Union shall begin after the (90) day probation period paying Services Fees as required on a

monthly basis. The employee shall provide SWFS with a signed Authorization Card for the deduction of fees to be paid to the union on their behalf.

Temporary Employees

- New Employees hired on a temporary basis defined as a maximum of 120 days whose position is governed by the IBEW CBA are not required to pay monthly service fees.
- Current IBEW members employed by SWFS on a temporary basis whose position is governed by the IBEW CBA are responsible to maintain monthly Service Fees in accordance with union regulations.

The requirement for the payment of a Service Fee shall not apply to an Employee who is on leave of absence or has been removed from the payroll of the **Company** for a period of more than one (1) month duration. The requirement to pay a Service Fee shall be imposed upon such Employee beginning the thirtieth (30th) day following his return to active employment in the bargaining unit.

Section 2. Union Membership Dues

The **Company** agrees to deduct and forward to the Financial Secretary of the Local **Union** - Upon receipt of a voluntary written authorization - the additional monthly working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local **Union** By-laws. Such amount shall be certified to the **Company** by the Local **Union** upon request by the **Company**. The **Union** agrees to save the **Company** harmless from any action growing out of these deductions and commenced by any employee against the **Company** and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local **Union**.

- All Employees who are members of the IBEW bargaining unit on the effective date of this Agreement shall, beginning thirty (30) days after the effective date of this Agreement, as a condition of employment, pay or tender to the **Union** monthly working dues (Membership Fee).
- New employees employed by SWFS who are currently a registered member of the IBEW union shall within (30) days as a condition of employment, pay or tender to the **Union** monthly membership dues. Employee shall provide an authorization form to SWFS for the deduction of Membership dues and Fees to be paid monthly on their behalf.
- New Employees whose position is governed by the IBEW CBA but are considered non-dues paying members union are not required to pay union membership dues.
- New Employees hired full time or part-time who elect to join the IBEW Union shall be required after the (90) day probationary period to submit an authorization card to

SWFS for the deduction of monthly membership dues and Fees to be paid to the union on their behalf.

Temporary Employees

- New Employees hired on a temporary basis defined as a maximum of 120 days whose position is governed by the IBEW CBA are not required to pay monthly membership dues.
- Current IBEW members employed by SWFS on a temporary basis are responsible to maintain monthly membership dues and fees in accordance with union regulations during the temporary period.

Section 3. Check Off

The **Company** agrees to deduct from the wages of each Employee who has filed with the **Company** a signed check-off authorization **which** conforms to applicable law, the monthly Service Fee; and to remit such deductions to the **Union** prior to the end of the next succeeding month for which the deductions are made. With that monthly payment, the **Company** will submit to the **Union** a report containing the names of the Employees on whose behalf payment is made and the amount of money paid on behalf of each of them. The **Union** agrees to indemnify and hold the **Company** harmless from any and all loss and liability that may be incurred by the **Company** from its compliance with the provisions of this Article.

ARTICLE 6

UNION STEWARDS

The **Union** shall appoint and the Company will recognize; one steward and one alternate steward for every fifty (50) Employees. The **Union** will inform the **Company** in writing within 15 days of the name of the appointed steward(s). Such steward(s) shall be allowed sufficient time, with a minimum of operational interference, to discuss complaints or grievances with **Company** representatives in accordance with the terms of this Agreement. Under no circumstances shall a steward be discriminated against because of his faithful performance of duties as a steward.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Grievances

A grievance is defined as a dispute the **Union** may have with the **Company** relating to the interpretation, application, or violation of express terms of the Agreement only. Only the **Union** may present a grievance. A formal submission of a grievance by the **Union**

constitutes a certification by the **Union** that the grievance is not frivolous.

Grievance Procedure

Grievances will be processed in the following manner:

Step 1. The **Union** Business Agent shall present the grievance, in writing, to the Project Manager of the **Company** or his designated representative (Project Manager) within ten (10) calendar days after knowledge of the occurrence of the event on which the grievance is based. The Project Manager shall give his answer, in writing, within ten (10) calendar days after the grievance is received by him.

Step 2. If the Project Manager's answer is not satisfactory to the **Union**, the **Union** may submit the grievance to the **Company's** President, or her designated representative, (**Company** President) within twenty (20) calendar days after the grievance is filed with the Project Manager. The **Company** President will give her answer, in writing, within ten (10) calendar days after she receives the grievance.

Step 3. If the **Company** President's answer is not satisfactory to the **Union**, the **Union** may ask for arbitration by serving written notice thereof on the **Company** President within forty (40) calendar days after presenting the grievance to the Project Manager.

Failure to Timely Process Grievance or to Answer

Any grievance not presented within the time limit set forth above shall be forfeited and waived by the **Union**. Failure of the Project Manager or **Company** President to render a decision within the time limits set forth above shall be deemed to be a denial of the grievance as of the expiration of the time to answer. Time limits set forth in this Agreement may be extended only by the written mutual agreement of both parties.

Arbitration Procedure

An arbitrator shall be selected in the following manner: The **Union** shall request the Federal Mediation and Conciliation Service to submit to the parties the names of five experienced arbitrators. By the alternate striking of names, the person's name who remains shall be the arbitrator. The party required to strike the first name will be determined by a flip of a coin. The fee and expenses of the arbitrator shall be shared equally by the **Company** and the **Union**.

Decision of the Arbitrator

The arbitrator must base his decision upon evidence presented at the arbitration hearing and the terms of this Agreement. The arbitrator shall have no authority or jurisdiction (either by drawing inferences or otherwise) to modify, add to, subtract or otherwise alter the provisions of this Agreement. Decisions of the arbitrator rendered in conformity with this provision shall be final and binding upon the **Company**, **Union** and Employees.

ARTICLE 8

WAGES AND FRINGE BENEFITS FOR CONSTRUCTION ELECTRICIAN

Construction Electricians shall be paid the wages and benefits provided for in the applicable wage determination issued pursuant to the Davis-Bacon Act without regard to the type of work to which they are assigned (i.e. construction work or maintenance or operations work). If applicable, a Lead construction electrician shall be paid an additional \$4.50 per hour

The Company may require a Construction Electrician to use all, or part, of his fringe benefit income in payment of a benefit(s) provided by the Company.

In no case shall wages and fringe benefits be less than the wages and benefits paid in the previous year.

ARTICLE 9

WAGES AND FRINGE BENEFITS FOR MAINTENANCE ELECTRICIANS

The following provisions of this Article pertain to Maintenance Electricians (SCA) exclusively, and any reference to "Employees" shall be a reference to Maintenance Electrician.

A. **WAGES:**

- On the effective date of this Agreement, all Maintenance Electricians shall be paid the following hourly wage rate.

<u>Classification</u>	<u>1/1/2011</u>	<u>1/1/2012</u>
Electrician	\$ 23.70	\$24.17

Designated Lead personnel will receive **\$4.50** per hour above wages shown for all lead responsibilities to include after hour calls. Designation will be put in writing by the Company. Selection of the employee and classification will be at the sole discretion of the Company.

B. **HOLIDAYS:**

In addition to the Federal holidays presently recognized by the contract (included in the DBA fringe benefit development), the **Company** agrees to observe holidays declared as a legal holiday or other recognized down-day (either declared by Congress or the President), observed by the FAA at MMAC and reimbursed by the FAA under the contract.

Regular full-time Employees shall receive ten (10) paid holidays, as follows:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- Holiday pay for regular full-time Employees shall consist of eight (8) hours pay at the Employee's regular rate of pay. However, to be eligible to receive holiday pay an Employee must work his regularly scheduled work day immediately before, or after, the holiday unless he is excused from doing so by the **Company**. Holidays will be observed on the date specified by the Federal Government unless the **Company** specifies another date by notice posted on the bulletin board fourteen (14) calendar days in advance of the holiday. An Employee, who is required to work on a scheduled holiday, will receive holiday pay in addition to 1½ times the hourly rate for all hours worked.
- Holiday pay for regular part-time and temporary part-time Employees will be a percentage of eight (8) hours of pay which percentage is the same as the number of hours the Employee worked in the calendar week prior to the holiday bears to forty (40) hours. Regular part-time and temporary Employees, who are required to work on a scheduled holiday, will receive holiday pay in addition to 1 ½ times the hourly rate for all hours worked.
- Where the holiday falls on or is observed on Friday or Monday) employees scheduled to work Saturday or Sunday (outside of their normal scheduled work week) shall be paid at one and one-half (1½) times their hourly rate for hours worked.

C. INCLEMENT WEATHER DAYS

In the case of customer-designated weather days, where the base is shut-down or delayed reporting time is authorized, hours lost will be compensated only to the extent an affected employee has available unused vacation or personal/sick leave. If paid leave is not available, the affected employee (SCA and DBA) will be paid only for hours actually worked.

D. CALL BACK PROVISIONS

An employee who is called out to work (except an extension of a current work Shift) shall be guaranteed four (4) hours work or four (4) hours of pay at the appropriate rate of pay. Time starts when the employee clocks-in/logs-in at the work site.

E. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Effective 1/1/11 each employee shall receive **\$95.00** per year safety shoe allowance to be paid upon presentation of a receipt to the Company.

Effective 1/1/11 each the Company will reimburse **\$120.00** of the cost for prescription safety glasses (lenses and frames), not to exceed one pair per year, to those employees that have been prescribed corrective lenses, which meets the ANSI standard.

F. TOOL ALLOWANCE

Effective 1/1/11 each journeyman level electrician and Leads shall receive a \$250.00 per year tool allowance based upon the tool list developed by the Union and Company, and approved by the FAA Customer. This tool allowance is to be payable on the Employee's anniversary date of record on the contract.

G. VACATIONS

Section 1. Vacation Credits shall be accrued on a per pay period basis at the following rate.

- a) From the hire date to (8) eight years of Seniority the employee shall accrue 3.08 hours per pay period.
- b) From (8) eight years to (15) fifteen years of Seniority the employee shall accrue 4.62 hours per pay period.
- c) From (15) fifteen to (18) eighteen years of Seniority or more the employee shall accrue 6.15 hours per pay period.
- d) From (18) or more years of Seniority the employee shall accrue 7.69 hours per pay period.
- e) The employee will be authorized to have a maximum of two (2) weeks vacation accrual on the books.
- f) Employees shall be paid for all accrued vacation hours annually that are in excess of the maximum two (2) weeks.
- g) Employees leaving the Company having completed a 90 day probation period will be paid for all unused vacation upon termination.

Section 2. Eligible employees are required to schedule vacation 24 hours in advance unless it is an emergency. Vacation time can be used in four (4) hour increments and are scheduled on a first come first serve basis with SWFS management. Eligible employees requesting more than three (3) days of vacation must provide five (5) days minimum notice to management for prior approval. Upon common consent of employee and SWFS management the employee will be allowed to take vacation time in increments of less than (4) hours.

Section 3. Vacation pay will be calculated on the basis of the Employee's base rate in effect at the time he takes his vacation.

H. HEALTH CARE

Effective 1 January 2011, the Company will contribute a minimum of \$4.90 for each hour worked by all regular full-time Employees for the CY2011 period. Effective 1 January 2012, the Company will contribute a minimum of \$5.00 for each hour worked by all full-time Employees for the CY2012 period.

Health Care Plan: The **Company** will provide health care plan for the benefit of regular full-time Employees. This benefit is currently provided by the purchase of insurance policies from various insurance companies. All regular full-time Employees will be required to enroll in the health care plan at a minimum of single coverage.

Single Health Care Coverage:

- (a) Medical
- (b) Long Term Disability
- (c) Accidental Death and Dismemberment
- (d) Life

Optional Health Care Coverage:

- (a) Dental
- (b) Vision
- (c) Short Term Disability
- (d) Supplemental Insurance

Enrollment in additional coverage, such as spouse or family coverage as offered by the health care plan is optional with each regular full-time Employee. In the event there is a surplus after the premium for the health care policy is paid, then the **Company** shall contribute the credited amount for the benefit of such Employee to the pension plan described in Article 12. This provision to contribute surplus to provided pension plans does not apply to employees assigned to Davis Bacon work.

H.1 Part-Time and Temporary Employees

- Employees hired under a part-time or temporary status will receive in cash all Health and Welfare fringe benefits in lieu of Company-provided Health Care Plan coverage.

I. JURY DUTY

The **Company** will pay an Employee, who actually performs jury service, the difference between eight (8) hours of the Employee's wages and the compensation received by the Employee for each day of jury service, not to exceed fifteen (15) days of jury service within a period of one (1) year.

An Employee performing jury service will not be required to report to work if his jury service exceeds four (4) hours in a day. Proof of jury service and time spent on jury service must be presented to the **Company**.

J. SICK LEAVE

- a) Sick Leave shall be accrued at a rate of 2.46 hours per pay period.
- b) Sick leave may be used in one (1) hour or greater increments.
- c) The use of sick leave is provided to cover paid time away from work in the event that an employee is unable to work.

- d) It is understood that employees may use sick time as personal time if their vacation credit is below (8) eight hours, not to exceed 24 hours.
- e) Employees may carry over a maximum of 170 hours of sick leave each year. These carry over hours will be recognized by successor contractors.

K. BEREAVEMENT LEAVE

Beginning on the effective date of this Agreement each Employee shall be entitled to three (3) bereavement leave days, with pay, annually (Benefit Year). Bereavement leave may be taken upon the death of an Employee's father, mother, spouse, sister, brother, children (including foster children in the Employee's home, due to a state agency, who die while in the Employee's home), grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, step mother, step father, step sister, step brother, step child, son-in-law, grandchild, or spouse's grandparents. Pay for bereavement leave days shall be computed at eight (8) hours per day at the Employee's straight time hourly rate, exclusive of shift premium. The Employee must give the Company as much notice as the situation permits of his intention to take bereavement leave. All bereavement leave must be taken in increments of not less than one-half (1/2) day. The Company may require the Employee to provide an obituary notice, or other evidence of the death of such relative as a condition of receiving bereavement leave benefits. Unused bereavement leave shall not accrue to the next Benefit Year, nor shall it be payable in cash. Management may approve bereavement leave beyond the three (3) days authorized, The employee has the option to use accrued vacation, accrued sick leave or leave without pay, which will not count against unscheduled absence.

ARTICLE 10

UNPAID LEAVE OF ABSENCE

Employees who are selected by their local Unions to serve as accredited delegates to conventions or similar meetings shall, upon not less than two (2) weeks' notice to the Company, be granted a leave of absence without pay, not to exceed five (5) working days, in one year for the purpose of attending the convention or meeting. The Company will grant leave of absence without pay in accordance with all relevant federal and state laws. The granting of unpaid leave of absence for any other reason shall be at the discretion of the Company. Unpaid leave of absence granted at the discretion of the Company shall be applied for in the manner, and shall be on such terms and conditions, as set forth by the Company. Employment may be terminated if the Employee fails to return to work on the next work day after the end of a leave of absence. The Company shall notify the shop steward of leaves of absence granted or denied to Employees.

ARTICLE 11

401-K

The Company agrees to make available a voluntary 401-K salary deferred retirement plan to all regular full time and part-time employees. Employees will be allowed to contribute up to

the maximum extent according to IRS laws. This is also the selected plan the **Company** will deposit all unused Health and Welfare funds.

ARTICLE 12

PENSION PLAN

The Company will provide a defined contribution pension plan administered by an independent third party administrator. The third party administrator is currently Beneco, Inc. In addition to any contributions that may be made pursuant to the provisions of Article 9 (H) above, the Company will contribute to the pension plan, for the benefit of each regular full-time Construction Electrician and regular full-time Maintenance Electrician, 3.5% (effective 1 January 2011) and 4.5% (effective 1 January 2012) of that Employee's gross wages based on hours worked. The contributions to the pension plan will be made as directed by the Employee to one of the fund options provided for in the plan documents.

ARTICLE 13

SELECTION OF PROVIDERS AND CLAIMS FOR BENEFITS UNDER THE HEALTH CARE AND PENSION PLANS

The Company retains the sole discretion to determine the selection of the insurance carrier to provide the health insurance policy and the terms of the insurance policy including, but not limited to, the type of health related conditions covered and excluded, maximum benefits payable, co-payment and deductible provisions, administrative provisions, and the right to change insurance carriers, or to make any other changes allowed by the plan documents. The Company also retains the sole discretion to change the administrators and/or fiduciaries of the pension plan and make any other changes in the pension plan allowed in the plan documents and not otherwise prohibited by law. Claims by an Employee for benefits due under the health care plan and/or the pension plan shall not be subject to the grievance/arbitration procedure provided for in this Agreement, but all such claims shall be made directly against the insurance carrier and/or plan administrator and shall be determined by reference to the health care insurance policy or the pension plan documents. The Company's only obligation under the terms of this Agreement with respect to the health care plan and pension plan is to make the financial contributions set forth above.

ARTICLE 14

OVERTIME

A. *Construction Electrician:*

All hours worked by Construction Electricians in excess of eight (8) in a day and forty (40) in a week shall be paid at the rate of one and one-half times the regular straight time rate of pay. Time paid but not worked will not be considered for the purpose of overtime premium.

B. Maintenance Electrician:

All hours worked by Maintenance Electricians in excess of forty (40) in a week shall be paid at the rate of one and one-half times the regular straight time rate of pay. Time paid but not worked will not be considered for the purpose of overtime premium.

- **No overtime shall be worked except by specific direction from management.** If an employee is specifically notified during a work week and scheduled to start work before or after his/her regular starting time, the employee shall receive an additional \$0.50 per hour for all hours worked on that day. This provision shall not apply if the notification is made before the work week for which the change applies.

ARTICLE 15

TEMPORARY TRANSFERS & UPGRADES TO HIGHER CLASSIFICATIONS

- Temporary transfers **to a lower classification** may be made without change in job classification or base rate of pay and for a maximum of ten (10) consecutive work days unless extended by mutual agreement of the Company and the Union.
- Employees assigned by the Company to a higher classification (Lead) having met all required qualifications and certifications of the higher classification will be paid at the Lead rate of pay for work performed in (8) or more consecutive hours (Full Day) and shall be paid retroactive to the first hour. Employees shall be required to submit all hours worked in the higher classification on daily time sheets.

ARTICLE 16

PAY DAY

The Company will pay Construction Electricians weekly and within one week of the end of the payroll period; and will pay Maintenance Electricians bi-weekly and within two weeks of the end of the payroll period.

ARTICLE 17

HEALTH AND SAFETY

An Employee will not be required to perform a task which endangers the safety and/or health of the Employee or others. If an Employee believes that the performance of a task will so endanger safety and/or health, he will immediately report that fact to a supervisor or the Project Manager with a description of the unsafe and/or unhealthy condition and a recommendation for rectifying the condition.

ARTICLE 18

NONDISCRIMINATION

In a desire to restate their respective policies, neither the **Company** nor the **Union** shall unlawfully discriminate against any Employee because of such Employee's race, color, religion, sex, age, or national origin or because the Employee is handicapped, a disabled veteran, or veteran of the Vietnam era.

ARTICLE 19

JOB POSTINGS & NOTICES

The **Company** will provide one (1) bulletin board for the exclusive use by the **Union** for the purpose of job postings and notices to the Employees. All notices will be posted by the **Union** Steward at the facility location and the Union Steward shall notify the IBEW Human Resources Department or Job Line; of the active posting for vacancies or new positions for recruitment purposes. The **Company's** Project Manager and the **Union** Steward will mutually agree on the location of the one (1) bulletin board.

ARTICLE 20

GENDER LANGUAGE DISCLAIMER

It is understood wherever in this Agreement Employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both males and females.

ARTICLE 21

SEPARABILITY PROVISION

Any provision of this Agreement that is adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes null and void but all other provisions of this Agreement shall continue to be in full force and effect except as provided herein.

In the event the **Union** and **Company** find that any provision of this Agreement is invalid as a matter of law, they shall immediately re-negotiate the affected portion.

ARTICLE 22

LICENSE AND CERTIFICATION RENEWALS

The Company will pay for all State of Oklahoma required Electrical license and National Electrical Code (NEC) refresher courses required to retain an annual electrical license and to maintain compliance with the applicable Statement of Work requirements

outlined by the FAA. The Company will pay the base rate of each required license excluding; Initial license as a condition of employment, all temporary employees and any penalties and late fees for annual renewals. The Company will pay up to **\$100.00** for all dues paying and non- dues paying members for re-fresher courses as required by the State of Oklahoma to retain an annual license. All request for reimbursement cost of license or certifications by the Company must have a receipt for proof of completion and payment.

ARTICLE 23

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter in the area of proper and legal collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the **Company** and the **Union**, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement; EXCEPT in the event any federal or state legislation, governmental regulations, or court decision causes invalidation of any article or section of this Agreement, OR in the case of a change in the **Company's** contract with the government which results in a change in the **Company's** work requirements at the locations referred to in Article 1- UNIT OF REPRESENTATION, EMPLOYMENT CLASSIFICATIONS and which renders any provision of the Agreement inapplicable or incomplete; then, if appropriate, upon request of either party, the parties shall meet to negotiate an amendment to the article or section of this Agreement which has been rendered invalid, inapplicable, or incomplete. The parties mutually agree that any questions, concerns, issues, disputes or grievances which may arise regarding the contract and/or this Agreement shall be resolved pursuant to past practice and the contract. All other articles and sections not rendered invalid, inapplicable, or incomplete, shall remain in full force and effect.


ARTICLE 24

TERM OF AGREEMENT

This Agreement shall be effective from the 1st day of January 2011, to the 31st day of December 2012. On notice given by either party to the other not more than ninety (90) days and not less than sixty (60) days prior to the termination date, the parties agree to meet for the purpose of negotiating a successor agreement.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on December 28th, 2010.

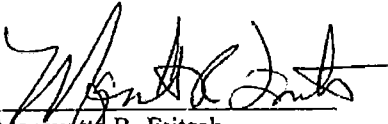
**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1141**



Joe P. Smith
Business Manager and Financial
Secretary

12-29-10
Date

**SOUTHWEST FACILITY
SUPPORT, LLC**



Marquetta R. Fritsch
Business Partner, SWFS LLC

12/29/10
Date

ATTACHMENT 13

CBA United Association of Journeyman
and Apprentices of the Pipe Fitting
Union, Local 344

COLLECTIVE BARGAINING AGREEMENT

between

SOUTHWEST FACILITY SUPPORT LLC

and

UNITED ASSOCIATION OF JOURNEYMAN AND
APPRENTICES OF THE PLUMBING AND PIPE FITTING
UNION

LOCAL 344

December 28th, 2010

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FAA/OKCBM PPF CBA

AGREEMENT

This Agreement is entered into by and between **SOUTHWEST FACILITY SUPPORT, LLC (SWFS)**., hereinafter designated as the "Company" and the **PLUMBERS AND PIPEFITTERS UNION, LOCAL 344** hereinafter designated as the "Union," for and on behalf of the employees within the bargaining unit as hereinafter described, and designated collectively as the "Employees" and singularly as "Employee", performing the facility maintenance contract at the Company's location at Mike Monroney Aeronautical Center.

This Agreement shall be binding upon the-Company and the Union and upon all Employees within the bargaining unit represented by the Union as hereinafter defined.

ARTICLE I

UNIT OF REPRESENTATION - EMPLOYMENT CLASSIFICATION

The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all Employees within the bargaining unit defined below with regards to wages, hours, working conditions and other conditions of employment;

Section 1. All full-time, regular part-time and temporary positions employed by the Company at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma include: Journeyman Industrial HVAC Mechanics, Boiler Mechanics, Industrial Plumbers, HVAC Electronic Control Technicians II, III, General Maintenance Workers, Maintenance Trades Helpers and Data Entry Clerk who are employed in the performance of the Company's facility maintenance contract with the FAA.

Section 2. Employees will be classified as to the type of work they are usually assigned to perform, occupation and the duration and/or frequency of their work shifts.

A. Work Assignments

Boiler Mechanic: The primary task of a Boiler Mechanic shall be maintenance or operations work, which is not subject to the terms of the Davis Bacon Act.

A.1 Occupation

Boiler Mechanic

HVAC Mechanic: The primary task of a HVAC Mechanic shall be maintenance or operations work which is not subject to the terms of the Davis Bacon Act.

A.2 Occupation

Industrial HVAC

Industrial Plumber: The primary task of a Industrial Plumber shall be maintenance or operations work which is not subject to the terms of the Davis Bacon Act.

A.3 Occupation

Industrial Plumber

A.4 General Maintenance Worker: The primary task of a General Maintenance Worker shall be maintenance or operations work in the areas covered by the CBA, which is not subject to the terms of the Davis Bacon Act.

A.4 Occupation

General Maintenance Worker

A.5 Maintenance Trades Helper: The primary task of a Maintenance Trades Helper shall be maintenance or operations work in the areas covered by the CBA, which is not subject to the terms of the Davis Bacon Act.

A.5 Occupation

Maintenance Trades Helper

A.6 HVAC Electronic Control Technician: The primary task of a HVAC Electronic Control Technician shall be maintenance or operations work which is not subject to the terms of the Davis Bacon Act.

A.6 Occupation

HVAC Electronic Control Technician II

HVAC Electronic Control Technician III

A.7: Data Entry Clerk: The primary task of a Data Entry Clerk shall be in support of Preventive Maintenance work which is not subject to the terms of the Davis Bacon Act.

A.7 Occupation

Data Entry Clerk

B. Employment Status

Regular Full-Time

- The term "full-time employees" as used in the Agreement means employees who are regularly scheduled to work thirty (30) hours or more per week.

Regular Part-Time

- The term "part-time employees" as used in this Agreement means employees who are regularly scheduled to work less than thirty (30) hours per week.

Temporary Full-Time

- The term "temporary employees" is limited to employees hired for a continuous period not to exceed one hundred twenty (120) calendar days.

Section 3. An Employee will be assigned by the Company to one of each of the foregoing classifications upon the effective date of this agreement or upon initial hire, whichever is later, and may be re-classified by the Company during term of his employment. The Company retains sole discretion to determine the qualifications of an Employee. These classifications are for the purpose of determining which wages and benefits an employee is entitled to receive and does not limit the Company's right to assign any Employee to any task at any time.

Section 4. It is further agreed that maintaining required licenses is a condition of employment.

ARTICLE 2

PROBATION

Section 1. Any Employee hired or rehired by the Company shall be hired or rehired subject to a ninety (90) consecutive calendar day probation period. Except, this clause shall not apply to an individual rehired from a lay-off due to lack of work. During the probationary period the Employee shall be subject to discharge for any reason.

ARTICLE 3

MANAGEMENT PREROGATIVE

Company Reserves Full Rights of Management

The Union acknowledges that the Employees in the collective bargaining unit are employed in the performance of a contract between the Company and the U.S. Department of Transportation, Federal Aviation Administration (FAA Contract). That the full, efficient and faithful performance of the FAA Contract according to its terms and according to the desires of the FAA officials charged with the administration of the FAA Contract is absolutely necessary in order for the Company to maintain the FAA Contract and for the Employees to maintain job security with the Company. Therefore the Company and the Union agree that the terms and conditions of this Agreement shall be subordinate to the requirements of the FAA Contract and to the desires of the FAA officials charged with its administration, to this end, the Company, in its sole discretion, shall select the specific Employee to perform a task, assign the specific task to be performed, and schedule the time in which that task is performed; and the Company's only obligation is to pay that Employee wages and benefits due under this Agreement. Neither the Union nor any Employees in this bargaining unit have any rights under the FAA Contract.

In addition, the Company shall have and exercise the usual functions, duties and responsibilities of management without interference or hindrance by the Union and the Union expressly recognizes that managerial functions inherent in the conduct of business by an Company and those rights that the Company has by law are retained by the Company.

Without limiting the generality of the foregoing, these include:

- A. The conduct and control of the business, the management, and operations of the Company at all of the sites on which it is performing the FAA Contract
- B. The direction of the working forces and the maintenance of discipline and efficiency, including the right to hire, lay off (for lack of work or other lawful reasons), rehire, promote, demote, discipline, suspend, and discharge for any lawful reason.
- C. The selection and retention of Employees and the assignment or reassignment to the site or location at which they shall work, the equipment with which they shall work, and the work and duties which they shall perform.
- D. The selection of Employees for promotion to lead or supervisory or other salaried positions.

E. To determine in its sole discretion the following:

1. The extent and location of the Company's operations.
2. When any part of any operation shall function or be halted.
3. When production shall be increased or decreased and the methods, process, and means of production.
4. The type of services or products to be produced, manufactured, handled, leased, and/or sold.
5. The size of the work force, the assignment of work, the quality standards, and the use of all Company owned properties.

F. The right in its sole discretion:

1. To remove or install machinery, and to increase, decrease or change production equipment and machinery and to introduce and use new and improved production and delivery methods and facilities.
2. To control the scheduling of work, operations, and shifts.
3. To determine the method by which vacations are scheduled and the dates during which each Employee will take vacation.
4. To promulgate and enforce health, safety, and property protection measures.
5. To obtain products, commodities, materials, supplies, trucks, equipment, machinery and all other kinds of property, whether real, personal, or mixed, from any source which the Company may select.
6. To contract out when directed by the FAA, any and all types of work to be performed pursuant to the FAA Contract so long as such contracting does not cause a loss of normal wages or benefits to any and all regular full-time Employees.
7. To terminate all or any part of its operations permanently or to sell and/or lease, all or any part of its properties, machinery, trucks, and other equipment.
8. To suspend operations from time to time in whole or in part, temporarily or permanently, in any department, operation, or at any site.

9. To administer any kind of ability, aptitude, physical (including drug tests), or security-related test at any time, for any reason, to determine fitness for employment or continued employment.
10. To establish and enforce reasonable rules and procedures consistent with the orderly conduct of the business.

ARTICLE 4

STRIKES AND LOCKOUTS

The Union agrees that there shall be no picketing or strikes by the Union or by the Employees of any kind or degree whatsoever, or walkouts, suspension of work, slowdowns, limiting of production, or any other interference or stoppage, total or partial, of the Company's operations for any reason whatsoever, such reasons including, but not limited to unfair labor practices by the Company or any other Company. It is further agreed that neither the Union nor the Employees shall engage in the above prohibited conduct in support of picketing, strikes, or any labor dispute actions engaged in by any other organization or person. In addition to any other recourse or remedy available to the Company for violation of this provision by the Union and/or any Employee, the Company may discharge or otherwise discipline any Employee who authorizes, causes, engages in, sanctions, recognizes, or assists in any violation of this Article. The Company will not engage in any lockouts during the term of this Agreement. The refusal of an individual Employee to work overtime, if such refusal is not in concert with any other Employee(s), shall not be deemed to be a strike within the meaning of this Article. However, this provision shall not insulate such Employee from disciplinary action that might otherwise be justified.

ARTICLE 5

UNION SECURITY

Section 1. Working Assessment Check-Off

- All Regular Full Time and Regular Part Time Employees who are members of the PP344 bargaining unit on the effective date of this Agreement shall, beginning thirty (30) days after the effective date of this Agreement, as a condition of employment, pay or tender to the Union monthly (WACO Fees) equal to 2-1/2% of the employee's wages and shall be remitted by the Company to the Union by the 20th of each month for actual work hours reported to the company payroll department. Employees shall provide an authorization form to SWFS for the deduction of Fees to be paid monthly on their behalf.
- Employees employed by SWFS who are currently a registered member of the PP344 union shall within (30) days as a condition of employment, pay or tender to the Union monthly (WACO Fees). Employees shall provide an authorization form to SWFS for the deduction of Fees to be paid monthly on their behalf.
- Employees whose work is governed by the PP344 CBA but are considered non-dues paying members are not required to pay union WACO fees.
- Employees hired full time or part time whose position is governed by the PP344 CBA and are not a current member shall within 72 hours of employment by SWFS coordinate with the PP344 Local to join or decline membership.
- Employees hired full time or part-time who elect to join the PP344 Union shall begin, after the (90) day probation period, paying WACO Fees as required on a monthly basis. The employee shall provide SWFS with a signed Authorization Card for the deduction of fees to be paid to the union on their behalf.

Temporary Employees

- Employees hired on a temporary basis defined as a maximum of 120 days whose position is governed by the PP344 CBA are not required to pay monthly WACO fees.
- Current PP344 members employed by SWFS on a temporary basis whose position is governed by the PP344 CBA are responsible to maintain monthly WACO Fees in accordance with union regulations.

The requirement for the payment of a WACO Fees shall not apply to an Employee who is on leave of absence or has been removed from the payroll of the Company for a period of more than one (1) month duration. The requirement to pay a WACO Fee shall be imposed upon such Employee beginning the thirtieth (30th) day following his return to active employment in the bargaining unit.

Section 2. Union Membership Dues

The Company agrees to deduct and forward to the Financial Secretary of the Local Union - Upon receipt of a voluntary written authorization - the additional monthly working dues from the pay of each PP344 member. The amount to be deducted shall be the amount specified in the approved Local Union By-laws. Such amount shall be certified to the Company by the Local Union upon request by the Company. The Union agrees to hold the Company harmless from any action growing out of these deductions and commenced by any employee against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local Union.

- All Employees who are members of the PP344 bargaining unit on the effective date of this Agreement shall, beginning thirty (30) days after the effective date of this Agreement, as a condition of employment, pay or tender to the Union monthly working dues (Membership Fee).
- New employees employed by SWFS who are currently a registered member of the PP344 union shall within (30) days as a condition of employment, pay or tender to the Union monthly membership dues. Employee shall provide an authorization form to SWFS for the deduction of Membership dues and Fees to be paid monthly on their behalf.
- New Employees whose position is governed by the PP344 CBA but are considered non-dues paying members union are not required to pay union membership dues.
- New Employees hired full time or part-time who elect to join the PP344 Union shall be required after the (90) day probationary period to submit an authorization card to SWFS for the deduction of monthly membership dues and Fees to be paid to the union on their behalf.

Temporary Employees

- New Employees hired on a temporary basis defined as a maximum of 120 continuous days whose position is governed by the PP344 CBA are not required to pay monthly membership dues.
- Current PP344 members employed by SWFS on a temporary basis are responsible to maintain monthly membership dues and fees in accordance with union regulations during the temporary period.

ARTICLE 6

UNION STEWARDS

The Union shall appoint and the Company will recognize; one steward and one alternate steward for every fifty (50) Employees. The Union will inform the Company in writing within 15 days of the name of the appointed steward(s). Such steward(s) shall be allowed sufficient time, with a minimum of operational interference, to discuss complaints or grievances with Company representatives in accordance with the terms of this Agreement. Under no circumstances shall a steward be discriminated against because of his faithful performance of duties as a steward.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Grievances

A grievance is defined as a dispute the Union may have with the Company relating to the interpretation, application, or violation of express terms of the Agreement only. Only the Union may present a grievance. A formal submission of a grievance by the Union constitutes a certification by the Union that the grievance is not frivolous.

Grievance Procedure

Grievances will be processed in the following manner:

- Step 1. The Union Business Agent shall present the grievance, in writing, to the Project Manager of the Company or his designated representative (Project Manager) within ten (10) calendar days after knowledge of the occurrence of the event on which the grievance is based. The Project Manager shall give their answer, in writing, within ten (10) calendar days after the grievance is received by him.
- Step 2. If the Project Manager's answer is not satisfactory to the Union, the Union may submit the grievance to the Company's President, or her designated representative, (Company President) within twenty (20) calendar days after the grievance is filed with the Project Manager. The Company President will give their answer, in writing, within ten (10) calendar days after the grievance is received by her.
- Step 3. If the Company President's answer is not satisfactory to the Union, the Union may ask for arbitration by serving written notice thereof on the Company President within forty (40) calendar days after presenting the grievance to the Project Manager.

If the last day in which any act described in this section falls on a Saturday, Sunday or holiday, then that act may be performed on the next workday.

Failure to Timely Process Grievance or to Answer

Any grievance not presented within the time limit set forth above shall be forfeited and waived by the Union. Failure of the Project Manager or Company President to render a decision within the time limits set forth above shall be deemed to be a denial of the grievance as of the expiration of the time to answer. Time limits set forth in this Agreement may be extended only by the written mutual agreement of both parties.

Arbitration Procedure

An arbitrator shall be selected in the following manner: The Union shall request the Federal Mediation and Conciliation Service to submit- to the parties the names of five experienced arbitrators. By the alternate striking of names, the person's name who remains shall be the arbitrator.

The party required to strike the first name will be determined by a flip of a coin. The fee and expenses of the arbitrator shall be shared equally by the Company and the Union.

Decision of Arbitrator

The arbitrator must base his decision upon evidence presented at the arbitration hearing and the terms of this Agreement. The arbitrator shall have no authority or jurisdiction (either by drawing inferences or otherwise) to modify, add to, subtract or otherwise alter the provisions of this Agreement. Decisions of the arbitrator rendered in conformity with this provision shall be final and binding upon the Company, Union and Employees.

ARTICLE 8

WAGES AND FRINGE BENEFITS FOR SERVICE CONTRACT EMPLOYEES ACT.

A. WAGES

Section 1. On the effective date of this Agreement, all Journeyman HVAC Mechanics, Boiler Mechanics, Industrial Plumbers, HVAC Electronic Technicians II, III, General maintenance Worker, Maintenance Trades Helpers and Data Entry Clerk who are employed in the performance of the Company's facility maintenance contract with the FAA shall be paid the following hourly wage rate

CLASSIFICATIONS	FY10	FY11	FY12
BOILER MECHANIC	26.70	25.70	25.40
HVAC ELECTRONIC TECHNICIAN II	29.51	28.51	28.21
HVAC ELECTRONIC TECHNICIAN III	33.11	32.11	31.81
HVAC JOURNEYMAN MECHANIC	26.70	25.70	25.40
INDUSTRIAL PLUMBER	27.31	26.31	26.01
MAINTENANCE TRADES HELPER	16.25	15.25	14.95
DATA ENTRY CLERK	14.84	13.84	13.54
GENERAL MAINTENANCE WORKER	17.88	16.88	16.58

Designated Lead personnel will receive **\$1.00** per hour above wages shown. Designation will be put in writing by the Company. Selection of the employee and classification will be at the sole discretion of the Company.

ORGANIZING FUND:

The Company shall contribute Ten cents **\$.10** to the PP344 Organizing Fund per hour worked by each union member for a maximum of a two (2) year period ending December 31st 2012.

UA International Training Fund & Local Training Fund

B. TRAINING FUNDS

Section 1. The Local Training Fund shall administered by a Joint Apprenticeship Training Committee, consisting of four (4) members selected by Local Union No. 344 and four (4) members selected by the Association of Plumbing-Heating-Cooling Contractors of Oklahoma City, Inc. Such members shall be operated under a Declaration of Trust and shall serve without compensation and until their successors are appointed. Contributions by the Company shall be **\$.50** per hour worked by each union member for a maximum of a two (2) year period ending December 31st 2012.

Section 2. The funds in this Trust shall be used to provide Education and Training for apprentices and journeyman of the Pipe Trades, including provision of facilities, equipment, instructors, administrative, clerical, auditing and legal assistance as necessary.

Section 3. Continuing Education

- (a) Pursuant to this Agreement, the Local Union 344 Training Center shall provide continuing education classes related to the trade and FAA requirements, upon approval of the Joint Apprenticeship and Training Committee, to each employee covered under this Agreement. Each employee will be required to attend all applicable training sessions in a no-pay status if sessions are accomplished after normal duty hours. Local Union 344 will provide a minimum of three (3) Training sessions per year for SWFS required training plus Continuing Education as required by the Construction Industry Board and State of Oklahoma. Employees who fail to attend required training sessions will be subject to disciplinary actions up to termination, unless the employee gets pre-approval from SWFS management to be excused from scheduled training.
- (b) The Training Center shall be notified ninety (90) to (120) days in advance of the specific training desired, and both parties shall agree upon dates, times and locations of such classes. Classes will be conducted at the discretion of the Local Union 344 and the third party for the training sessions. SWFS agrees to pay all wages and fringe benefits for all training sessions held during normal duty hours when approved by the FAA.
- (c) Apprentice and Maintenance Trade Helper level training outlined by the Joint Apprenticeship and Training Committee will be made available at the PP344 Local Union facility. When applicable the Company will provided notification to each employee as to the level of required training. Training classes will be coordinated between the Project Manager and the Union Business Agent. All training shall be under a no-pay status by the company and shall not interfere with daily operations. Employees who fail to attend required training sessions will be subject to disciplinary actions up to termination, unless the employee gets pre-approval from SWFS management to be excused from scheduled training.
- (d) Local Union 344 will provide the Company with documentation of classes completed.

C. U.A INTERNATIONAL TRAINING FUND

Section 1. For the duration of this Agreement and during any negotiations for a successor to this Agreement, the Company agrees to contribute to the UA International Training Fund Ten cents (\$.10) for each hour, or portion thereof, for which a union member works, for a maximum of a two (2) year period ending December 31st 2012.

- (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

Section 2. Contributions as set forth in Section 1 above shall be paid beginning the first workday after completion of the (90) day probation period.

Section 3. The payments required by Section 1 above shall be made to the UA International Training Fund maintained under a Restated Agreement and Declaration of Trust ("Trust"). The Company agrees to be bound by all terms and conditions of the Trust and the terms of the Trust as incorporated into this Agreement by reference. The Company ratifies, accepts and designates as its representative the Company Trustees serving under the terms of the Trust as well as such future Company trustees who may be appointed pursuant to the terms of the Trust. The Company hereby acknowledges receipt of a copy of the Trust.

Section 4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have authority to retain an accountant or accounting firm to perform payroll audits of the Company to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by this Agreement.

Section 5. Training Fund benefits per Article B, Section 1 and Article F, Section 1, shall be contributed to the Plumbers and Pipefitters Local Union 344 Apprenticeship Training Center. The total contribution rate of \$.60 per hour worked by members shall be split and \$.10 per hour forwarded to the UA International Training Fund by the Local Union 344 Training Center. Contribution rate shall follow Article B, Section 1 of this Agreement.

D. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Effective 1/1/11 each employee shall receive \$95.00 per year safety shoe allowance to be paid upon presentation of a receipt to the Company.

Effective 1/1/11 each the Company will reimburse \$120.00 of the cost for prescription safety glasses (lenses and frames), not to exceed one pair per year, to those employees that have been prescribed corrective lenses, which meets the ANSI standard.

E. TOOL ALLOWANCE

Section 3. Effective 1/1/11, each classification listed shall receive the following annual tool allowance on employees SWFS anniversary date. Tools identified by craft in the SWFS SOP (4-3), which is developed by the Union and Company and approved by the Customer, (FAA), are required upon initial employment and shall be subject to inventory inspection by management.

- Boiler Mechanic: \$250.00
- Electronics Technician: \$250.00
- HVAC Technician: \$300.00
- Industrial Plumber: \$200.00
- Maintenance Trades Helper: \$125.00
- General Maintenance Worker: \$150.00
- Data Entry Clerk: \$0.00

F. VACATIONS

Section 1. Vacation Credits shall be accrued on a per pay period basis at the following rate.

- a) From the hire date to (8) eight years of Seniority the employee shall accrue 3.08 hours per pay period.
- b) From (8) eight years to (15) fifteen years of Seniority the employee shall accrue 4.62 hours per pay period.
- c) From (15) fifteen to (18) eighteen years of Seniority or more the employee shall accrue 6.15 hours per pay period.
- d) From (18) or more years of Seniority the employee shall accrue 7.69 hours per pay period.
- e) The employee will be authorized to have a maximum of two (2) weeks vacation accrual on the books.
- f) Employees shall be paid for all accrued vacation hours annually that are in excess of the maximum two (2) weeks.
- g) Employees leaving the Company having completed a 90 day probation period will be paid for all unused vacation upon termination.

Section 2. Eligible employees are required to schedule vacation 24 hours in advance unless it is an emergency. Vacation time can be used in four (4) hour increments and are scheduled on a first come first serve basis with SWFS management. Eligible employees requesting more than three (3) days of vacation must provide five (5) days minimum notice to management for prior approval. Upon common consent of employee and SWFS management the employee will be allowed to take vacation time in increments of less than (4) hours.

Section 3. Vacation pay will be calculated on the basis of the Employee's base rate in effect at the time he takes his vacation.

G. HOLIDAYS

In addition to the Federal holidays presently recognized by the contract (included in the DBA fringe benefit development), the Company agrees to observe holidays declared as a legal holiday or other recognized down-day (either declared by Congress or the President), observed by the FAA at MMAC and reimbursed by the FAA under the contract.

Regular full-time Employees shall receive ten (10) paid holidays,

New Years Day	Christmas Day
Martin Luther Kings Birthday	Presidents Day
Labor Day	Memorial Day
Columbus Day	Independence Day
Veterans Day	
Thanksgiving Day	

- Holiday pay for regular full-time Employees shall consist of eight (8) hours pay at the Employee's regular rate of pay. However, to be eligible to receive holiday pay an Employee must work his regularly scheduled work day immediately before, or after, the holiday unless he is excused from doing so by the Company. Holidays will be observed on the date specified by the Federal Government unless the Company specifies another date by notice posted on the bulletin board fourteen (14) calendar days in advance of the holiday. An Employee, who is required to work on a scheduled holiday, will receive holiday pay in addition to 1 ½ times the hourly rate for all hours worked.
- Holiday pay for regular part-time and temporary part-time Employees will be a percentage of eight (8) hours of pay which percentage is the same as the number of hours the Employee worked in the calendar week prior to the holiday bears to forty (40) hours. Regular part-time and temporary Employees, who are required to work on a scheduled holiday, will receive holiday pay in addition to 1 ½ times the hourly rate for all hours worked.
- Where the holiday falls on or is observed on Friday or Monday) employees scheduled to work Saturday or Sunday (outside of their normal scheduled work week) shall be paid at one and one half (1 ½) times their hourly rate for hours worked.

H. HEALTH CARE

Section 1. The Health & Welfare Fund shall be jointly administered, under this Agreement and a Declaration of Trust, by an equal number of representatives of Companies, selected by the Association of Plumbing-Heating-Cooling Contractors of Oklahoma City, Inc., and Employees, selected by Local Union No. 344, and the Declaration of Trust, together with any amendments thereto, shall be considered a part of this Contract, as is set forth at length herein. Members of this Board shall serve without compensation and shall serve until their successors are appointed.

Section 2. Benefits to be received by eligible employees shall be set forth in Local Union No. 344's self funded insurance program or in contracts with a responsible insurance carrier or carriers, and the Trustees shall furnish to be eligible employees and their Company a schedule and description of such benefits and the eligibility rules which govern them.

Section 3. The Company will contribute a minimum of \$4.75 for each hour worked by all regular full-time Employees beginning January 1st 2011. Subsequent increases shall be negotiated for implementation of increases beginning January of each year.

Part-Time and Temporary Employees

- Employees hired under a part-time or temporary status will receive in cash all Health and Welfare fringe benefits in lieu of Union provided Health Plan coverage during the temporary period.

I. GENERAL REQUIREMENTS OF ALL TRUSTEES FOR HEALTH & WELFARE

Section 1. In the event of a majority of members of any Trust under this Agreement to agree on any matter of business before such Board, the Board by unanimous consent shall select an impartial umpire, the Presiding Judge of the District Court for the Oklahoma City area, upon request of two or more members of the Board, shall appoint an impartial umpire.

Section 2. The decision of such impartial umpire shall be final and binding upon all parties, with respect to any issues specifically referred to him for decisions, and the expenses and fees thereof shall be borne by and payable from funds under each Board's administration.

Section 3. Trustees of all Funds, under this Agreement, shall have an annual audit made of all books and accounts of funds under their administration, and such books shall be audited at any other time upon request of a majority of Trustees of such funds. A report of each such audit shall be made, showing receipts and disbursements, and the Trustees of such funds shall keep a copy of such report available for inspection and examination of any interested person or persons.

Section 4. A person or persons handling, or responsible for, the monies of any such Funds, provided for in this Agreement, shall be bonded in such manner and in such amount as may be required by the Trustees of such fund handled.

Section 5. This Section "G" may be amended at any time when mutually agreed upon by both parties that amendment is necessary.

Section 6. If the Company fails to make contributions as set forth in this Agreement within 15 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provisions of this Agreement to the contrary notwithstanding. In addition, the Company shall also be liable for interest and liquidated damages as provided for in the Trust. If a lawsuit is filed, the Company shall also be liable for all costs and expenses of collecting payments due, together with attorney's fees, audit costs and court costs. The Company's liability for payment hereunder shall not be subject to grievance or arbitration procedure of the "no strike" clause provided under this Agreement.

J. JURY DUTY

The Company will pay an Employee, who actually performs jury service, the difference between eight (8) hours of the Employee's wages and the compensation received by the Employee for each day of jury service, not to exceed fifteen (15) days of jury service within a period of one (1) year.

An Employee performing jury service will not be required to report to work if his jury service exceeds four (4) hours in a day. Proof of jury service and time spent on jury service must be presented to the Company.

K. SICK LEAVE

- a) Sick Leave shall be accrued at a rate of 2.46 hours per pay period
- b) Sick leave may be used in one (1) hour increments, or in greater increments.
- c) The use of sick leave is provided to cover paid time away from work in the event that an employee is unable to work.
- d) It is understood that employees may use sick time as personal time if their vacation credit is below (8) eight hours, not to exceed 24 hours.
- e) Employees may carry over a maximum of 170 hours of sick leave each year. These carry over hours will be recognized by successor contractors.

L. BEREAVEMENT LEAVE

Beginning on the effective date of this Agreement each Employee shall be entitled to three (3) bereavement leave days, with pay, annually (Benefit Year). Bereavement leave may be taken upon the death of an Employee's father, mother, spouse, sister, brother, children (including foster children in the Employee's home, due to a state agency, who die while in the Employee's home), grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, step mother, step father, step sister, step brother, step child, son-in-law, grandchild, or spouse's grandparents. Pay for bereavement leave days shall be computed at eight (8) hours per day at the Employee's straight time hourly rate, exclusive of shift premium. The Employee must give the **Company** as much notice as the situation permits of his intention to take bereavement leave. All bereavement leave must be taken in increments of not less than one-half (1/2) day. The **Company** may require the Employee to provide an obituary notice, or other evidence of the death of such relative as a condition of receiving bereavement leave benefits. Unused bereavement leave shall not accrue to the next Benefit Year. Nor shall it be payable in cash. Management may approve bereavement leave beyond the three (3) days authorized, The employee has the option to use accrued vacation, accrued sick leave or leave without pay, which will not count against unscheduled absence.

M. INCLEMENT WEATHER DAYS

In the case of customer-designated weather days, where the base is shut-down or delayed reporting time is authorized, hours lost will be compensated only to the extent an affected employee has available unused vacation or personal/sick leave. If paid leave is not available, the affected employee will be paid only for hours actually worked. Leave without pay in this situation will not count as an unscheduled absence.

N. CALL BACK PROVISIONS

An employee who is called out to work (except in an extension of a current work Shift) shall be guaranteed four (4) hours work or four (4) hours of pay at the appropriate rate of pay. Time starts when the employee clocks-in/logs-in at the work site

ARTICLE 9

UNPAID LEAVE OF ABSENCE

Employees who are selected by their local Unions to serve as accredited delegates to conventions or similar meetings shall, upon not less than two (2) weeks' notice to the Company, be granted a leave of absence without pay, not to exceed five (5) working days, in one year for the purpose of attending the convention or meeting. The Company will grant leave of absence without pay in accordance with all relevant federal and state laws. The granting of unpaid leave of absence for any other reason shall be at the discretion of the Company. Unpaid leave of absence granted at the discretion of the Company shall be applied for in the manner, and shall be on such terms and conditions, as set forth by the Company. Employment may be terminated if the Employee fails to return to work on the next work day after the end of a leave of absence. The Company shall notify the shop steward of leaves of absence granted or denied to Employees.

ARTICLE 10

401-K

The Company agrees to make available a 401-K salary deferred retirement plan. This plan will be voluntary and Employees will be allowed to contribute up to the maximum extent according to IRS laws.

ARTICLE 11

SALARY DEFERRED RETIREMENT & UNION PENSION PLAN

For the contract period beginning January 1st through December 31st 2011, the Company will provide a defined contribution pension plan administered by an independent third party administrator. The third party administrator is currently Beneco Inc. The Company will contribute to the pension plan, for the benefit of eligible regular full-time Service Contract Act, Employee, 3.5% of that Employee's gross wages based on hours worked. The 12 month contributions to the pension plan will be made as directed by the Employee to one of the fund options provided for in the plan documents.

Effective January 1st 2012, the Company shall contribute to the Plumbers and Pipefitters National Pension Fund. Union Plan booklet (Rev 12/07), serves as the plan description of pension benefits, and is administered by the union joint Board of Trustees. Eligible employees in all job classifications covered by this Agreement are entitled to receive pension funds under this Agreement for all hours worked as follows:

\$ 3.00 per hour effective January 1, 2012

ARTICLE 12

SELECTION OF PROVIDERS FOR PENSION PLANS

The Company retains the sole discretion to change the administrators and/or fiduciaries of the 401K salary deferred retirement plan and make any other changes, which are allowed in the plan documents, and not otherwise prohibited by law. Claims by an Employee for benefits due under the 401K and Union provided pension plan shall not be subject to the grievance/arbitration procedure provided for in this Agreement, but all such claims shall be made directly against the plan administrator and shall be determined by reference to the plan documents. The Company's only obligation under the terms of this Agreement with respect to the plan is to make the financial contributions as set forth above.

ARTICLE 13

OVERTIME

All hours worked by positions governed by the CBA Maintenance in excess of forty (40) hours in a week shall be paid at the rate of one and one-half times the regular straight time rate of pay. Time paid but not worked will not be considered for the purpose of overtime premium.

- No overtime shall be worked except by specific direction from management. If an employee is specifically notified during a work week and scheduled to start work before or after his/her regular starting time, the employee shall receive an additional \$0.50 per hour for all hours worked on that day. This provision shall not apply if the notification is made before the work week for which the change applies.

ARTICLE 14

TEMPORARY TRANSFERS &UPGRADES TO HIGHER CLASSIFICATIONS

- Temporary transfers to a lower classification may be made without change in job classification or base rate of pay and for a maximum of ten (10) consecutive work days unless extended by mutual agreement of the Company and the Union.
- Employees assigned by the Company to a higher classification (Lead) having met all required qualifications and certifications of the higher classification will be paid at the Lead rate of pay when authorized by the Company for work performed in more than (8) consecutive hours (Full Day) and shall be paid retroactive to the first hour. Employees shall be required to submit all hours worked in the higher classification on daily time sheet.

ARTICLE 15

PAY DAY

The Company will pay Service Contract Act employees bi-weekly and within two weeks of the end of the payroll period. All employees will participate in electronic fund transfer payment.

ARTICLE 16

HEALTH AND SAFETY

An Employee will not be required to perform a task which endangers the safety and/or health of the Employee or others. If an Employee believes that the performance of a task will so endanger safety and/or health, he will immediately report that fact to a supervisor or the Project Manager with a description of the unsafe and/or unhealthy condition and a recommendation for rectifying the condition.

ARTICLE 17

NON-DISCRIMINATION

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any Employee because of such Employee's race, color, religion, sex, age, or national origin or because the Employee is handicapped, a disabled veteran, or veteran of the Vietnam era.

ARTICLE 18

JOB POSTINGS & NOTICES

The Company will provide one (1) bulletin board for the exclusive use by the Union for the purpose of job postings and notices to the Employees. All notices will be posted by the Union Steward at the facility location and the Union Steward shall notify the PP344 Human Resources Department or Job Line; of the active posting for vacancies or new positions for recruitment purposes. The Company's Project Manager and the Union Steward will mutually agree on the location of the one (1) bulletin board.

ARTICLE 19

GENDER LANGUAGE DISCLAIMER

It is understood wherever in this Agreement Employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both males and females.

ARTICLE 20

SEPARABILITY PROVISION

Any provision of this Agreement that is adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes null and void but all other provisions of this Agreement shall continue to be in full force and effect except as provided herein. In the event the Union and Company find that any provision of this Agreement is invalid as a matter of law, they shall immediately re-negotiate the affected portion.

ARTICLE 21

LICENSE AND CERTIFICATION RENEWALS

The Company will pay for all State of Oklahoma and Oklahoma Department of Labor Journeyman HVAC, Plumbers and Boiler license and training required to maintain compliance with the applicable Statement of Work requirements outlined by the FAA. The Company will pay the base rate of each required license excluding; Initial license as a condition of employment, employees hired on a temporary basis and any penalties or late fees for annual renewals. All request for reimbursement cost of license or certifications by the Company must have a receipt for proof of completion and payment.

ARTICLE 22

RULE VIOLATIONS AND DISCIPLINARY ACTIONS

Employees who are recognized members of the PP344 are subject to the disciplinary actions resulting from a rule violation as outlined in the SWFS Handbook.

ARTICLE 23

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter in the area of proper and legal collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement; EXCEPT in the event any federal or state legislation, governmental regulations, or court decision causes invalidation of any article or section of this Agreement, OR in the case of a change in the Company's contract with the government which results in a change in the Company's work requirements at the locations referred to in Article 1- UNIT OF REPRESENTATION, EMPLOYMENT CLASSIFICATIONS and which renders any provision of the Agreement inapplicable or incomplete; then, if appropriate, upon request of either party, the parties shall meet to negotiate an amendment to the article or section of this Agreement which has been rendered invalid, inapplicable, or incomplete. In the event of an impasse in the negotiations conducted pursuant to the terms of this Article, the provisions of Article 4 STRIKES AND LOCKOUTS shall be suspended during such impasse. All other articles and sections not rendered invalid, inapplicable, or incomplete, shall remain in full force and effect.

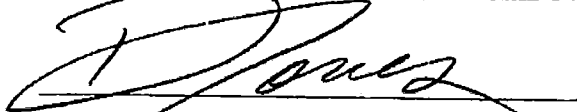
ARTICLE 24

TERM OF AGREEMENT

This Agreement shall be effective from the 1st day of January, 2011, to the 31st day of December, 2012. On notice given by either party to the other not more than ninety (90) days and not less than sixty (60) days prior to the termination date, the parties agree to meet for the purpose of negotiating a successor agreement.

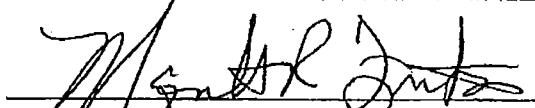
IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on this 28th day of December, 2010.

PLUMBERS & PIPEFITTERS LOCAL 344



Darren Jones PP344 Business Agent

SOUTHWEST FACILITY SUPPORT LLC



Marquetta R. Fritsch
Business Partner SWFS LLC

Date 12-29-10

Date 12/29/10

ATTACHMENT 14

POTENTIAL LABOR CATEGORIES FOR EMERGENCY / WEEKENDS

Potential Labor Categories for Emergency / Weekend Utilization

The labor categories shown below may be utilized for emergency / weekend actions. Please fill in the proposed hourly rate that would be used should there be a need for these categories:

<u>Labor Category</u>	<u>Emergency / Weekend Night Hourly Rate</u>
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Base Year (IAW Clin 0011)

Boiler Mechanic/Pipe Fitter (Mechanical Journeyman and Class II Boiler Operator)	\$ _____
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Electrician (Journeyman)	\$ _____
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Electronic Technician II	\$ _____
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General Maintenance and Repair Worker	\$ _____
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HVAC Mechanic (Mechanical Journeyman)	\$ _____
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Plumber, Maintenance (Journeyman)	\$ _____
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Water Treatment Plant Operator/Water Treatment Specialist	\$ _____
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First Option Year (Second Year) (IAW Clin 1011)

Boiler Mechanic/Pipe Fitter (Mechanical Journeyman and Class II Boiler Operator)	\$ _____
---	----------

Electrician (Journeyman)	\$ _____
--------------------------	----------

Electronic Technician II	\$ _____
--------------------------	----------

General Maintenance and Repair Worker	\$ _____
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HVAC Mechanic (Mechanical Journeyman)	\$ _____
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Plumber, Maintenance (Journeyman)	\$ _____
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Water Treatment Plant Operator/Water Treatment Specialist	\$ _____
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<u>Labor Category</u>	<u>Emergency / Weekend Night Hourly Rate</u>
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Second Option Year (Third Year) (IAW Clin 2011)

Boiler Mechanic/Pipe Fitter
(Mechanical Journeyman and Class II Boiler Operator) \$ _____

Electrician (Journeyman) \$ _____

Electronic Technician II \$ _____

General Maintenance and Repair Worker \$ _____

HVAC Mechanic (Mechanical Journeyman) \$ _____

Plumber, Maintenance (Journeyman) \$ _____

Water Treatment Plant Operator/Water Treatment Specialist \$ _____

Third Option Year (Fourth Year) (IAW Clin 3011)

Boiler Mechanic/Pipe Fitter
(Mechanical Journeyman and Class II Boiler Operator) \$ _____

Electrician (Journeyman) \$ _____

Electronic Technician II \$ _____

General Maintenance and Repair Worker \$ _____

HVAC Mechanic (Mechanical Journeyman) \$ _____

Plumber, Maintenance (Journeyman) \$ _____

Water Treatment Plant Operator/Water Treatment Specialist \$ _____

<u>Labor Category</u>	<u>Emergency / Weekend Night Hourly Rate</u>
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Fourth Option Year (Fifth Year) (IAW Clin 4011)

Boiler Mechanic/Pipe Fitter (Mechanical Journeyman and Class II Boiler Operator)	\$ _____
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Electrician (Journeyman)	\$ _____
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Electronic Technician II	\$ _____
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General Maintenance and Repair Worker	\$ _____
---------------------------------------	----------

HVAC Mechanic (Mechanical Journeyman)	\$ _____
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Plumber, Maintenance (Journeyman)	\$ _____
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Water Treatment Plant Operator/Water Treatment Specialist	\$ _____
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